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Pro Hac Vice Attorney for Plaintiff  
Counsel had complied with LR IA 10-2

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA

14 EVA COKER, )  
15 Plaintiff, ) CIVIL ACTION NO.  
16 ) 3:20-cv-138-WGC  
17 v. )  
18 ANDREW SAUL, ) JOINT STIPULATION FOR  
19 Commissioner of Social Security, ) ATTORNEY FEES UNDER  
THE EAJA  
20 \_\_\_\_\_ Defendant, )

21 It is hereby stipulated by and between the parties, through their undersigned counsel,  
22 subject to the approval of the Court, that the parties have agreed to a compromise settlement of  
23 Plaintiff's request for attorney fees in the amount of Seven Thousand Three Hundred Fifty  
24 Dollars (\$7,350.00) under the Equal Access to Justice Act (EAJA), 28 U.S.C. §2412(d), and no  
25 costs under 28 U.S.C. §1920. This amount represents compensation for all legal services rendered  
26 on behalf of Plaintiff by counsel in connection with this civil action, in accordance with 28 USC  
27 §2412(d).

The Court shall order that the awarded attorney fees be made payable to Plaintiff, Eva Coker, and delivered to the business address of Plaintiff's counsel, Lindsay F. Osterhout, Esquire.

EAJA fees awarded by this Court belong to the plaintiff and are subject to offset under the Treasury Offset Program (31 U.S.C. §3716(c)(3)(B) (2006)). *See Astrue v. Ratliff*, 130 S.Ct 2521, 2528-29 (2010). Defendant recognizes that Plaintiff assigned her right to EAJA fees to her attorney. If it is determined upon effectuation of the Court’s EAJA fee order that Plaintiff does not owe a debt that is subject to offset under the Treasury Offset Program, Defendant agrees to accept the assignment, and fees will be made payable to Plaintiff’s attorney. If there is such a debt, any fee remaining after offset will be payable to Plaintiff.

This stipulation constitutes a compromise settlement of Plaintiff's request for attorney fees under the EAJA, and does not constitute an admission of liability on the part of the Commissioner under the EAJA or otherwise. Payment of the aforementioned attorney fees shall constitute a complete release from and bar to any and all claims Plaintiff, Hal Taylor, and/or Lindsay Osterhout, or any attorney from her firm (Osterhout Berger Disability Law, LLC) may have relating to attorney fees under the EAJA in connection with his action.

This award is without prejudice to the rights of Plaintiff's counsel to seek Social Security Act attorney fees under 42 USC §406, subject to the provisions of the EAJA.

Respectfully submitted,

Dated: 5/28/2021

/s/ Lindsay F. Osterhout

Lindsay F. Osterhout

*Pro Hac Vice Attorney for Plaintiff*

Dated: 5/28/2021

*/s/ Hal Taylor*

Hal Taylor

Local Counsel for Plaintiff

1 Dated: 6/1/2021

NICHOLAS A. TRUTANICH  
United States Attorney  
District of Nevada

3 */s/ Marcelo Illarmo\**  
4 MARCELO ILLARMO  
5 Special Assistant United States Attorney  
6 Attorneys for Defendant  
7 (\*Permission for use of electronic signature  
8 obtained via email dated June 1, 2021).

9  
10 IT IS SO ORDERED:

11 *William G. Cobb*  
12 HON. WILLIAM G. COBB  
13 UNITED STATES MAGISTRATE JUDGE

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15 DATED: June 2, 2021  
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